# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE BY SECURED PARTY

#### **CONVEYING PARTY DATA**

Name	Execution Date
General Electric Capital Corporation, successor-in-interest to Heller Financial Inc., as	11/25/2008
Agent	11/23/2006

#### **RECEIVING PARTY DATA**

Name:	Portola Packaging, Inc., f/k/a Cap Snap Co.			
Street Address:	951 Douglas Road			
City:	Batavia			
State/Country:	ILLINOIS			
Postal Code:	60510			

#### PROPERTY NUMBERS Total: 8

Property Type	Number
Patent Number:	D358769
Patent Number:	D359685
Patent Number:	4911316
Patent Number:	5190178
Patent Number:	5213224
Patent Number:	5232125
Patent Number:	5174465
Patent Number:	5267661

#### CORRESPONDENCE DATA

Fax Number: (312)861-2200

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-861-2000

Email: dgasiorowski@kirkland.com

Correspondent Name: Kirkland & Ellis LLP

Address Line 1: 200 East Randolph Drive

PATENT REEL: 021890 FRAME: 0604

500716218

Address Line 2: Address Line 4:	c/o Donna Gasiorowski, Sr. Legal Asst. Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUM	IBER:	23160-18 DRG GE#6	
NAME OF SUBMITTER:		Donna Gasiorowski	
Total Attachments: 4 source=GE #6#page1.tif source=GE #6#page2.tif source=GE #6#page3.tif source=GE #6#page4.tif			

PATENT REEL: 021890 FRAME: 0605

### **RELEASE OF SECURITY INTEREST IN PATENTS**

THIS RELEASE OF SECURITY INTEREST IN PATENTS (this "Release") is made as of November 36, 2008 ("Effective Date") by and between General Electric Capital Corporation, successor-in-interest to Heller Financial Inc., as Agent (as defined in the Patent Security Agreement defined below), with its principal office at 201 Merritt 7, Norwalk, Connecticut 06856 ("Grantee"), and Portola Packaging, Inc., f/k/a Cap Snap Co., a Delaware corporation, with its principal office at 951 Douglas Road, Batavia, Illinois 60510 ("Grantor").

WHEREAS, Grantor and Grantee are parties to that certain Credit and Security Agreement dated October 9, 1992 (the "Credit and Security Agreement");

WHEREAS, pursuant to the terms and conditions of the Credit and Security Agreement, Grantor and Grantee entered into an Assignment for Security (Patents) ("Patent Security Agreement") whereby Grantor granted to Grantee a continuing security interest in and to all assets of Grantor including all right, title and interest of Grantor in, and a continuing lien on, all of Grantor's right, title and interest in and to the Patent Collateral (as defined in the Patent Security Agreement), including, without limitation, the United States patents set forth on Schedule A attached hereto, to secure the payment of all amounts owed by Grantor under the Credit and Security Agreement;

WHEREAS, the Patent Security Agreement was recorded with the United States Patent and Trademark Office on October 19, 1992, at Reel 006406, Frame 0024; and

WHEREAS, Grantor has paid all of its outstanding indebtedness to Grantee.

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Patent Security Agreement and hereby terminates, cancels and releases any and all security interests and liens it has against the Patent Collateral.

Grantee shall, at Grantor's expense, take all further actions, and provide to Grantor, Grantor's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

\* \* \* \*

13599251v4

PATENT REEL: 021890 FRAME: 0606 IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

GENERAL ELECTRIC CAPITAL CORPORATION, SUCCESSOR-IN-INTEREST TO HELLER FINANCIAL, INC., as Agent

Name: KATHLEEN M. BIRD

Title: SVP

### **SCHEDULE A**

## **U.S. PATENTS**

Title	Patent No.	Issue Date
CONTAINER CLOSURE	D358769	05/30/1995
CONTAINER CLOSURE	D359685	06/27/1995
WIDEMOUTH JAR NECK AND PLASTIC CAP CONSTRUCTION	3940004	- 02/24/1976
TEARABLE SKIRT PLASTIC WATER BOTTLE CAP	3979002	09/07/1976
AMPER-PROOF BOTTLE CAP AND CONTAINER	3927784	12/23/1975
PLASTIC STOPPER FOR WINE BOTTLE OR THE LIKE	3970207	07/20/1976
CAP WITH TEAR STRIP FOR CONTAINER NECKS	3974932	08/17/1976
TAMPER-PROOF BOTTLE CAP AND CONTAINER	4032029	06/28/1977
CONTAINER AND CLOSURE ASSEMBLY	4066182	01/03/1978
PLASTIC CAP FOR BOTTLE	4109816	08/29/1978
BLOW MOLDED PLASTIC BOTTLE AND ANTI TAMPER CAP	4098419	07/04/1978
PLASTIC CAP AND CONTAINER CONSTRUCTION	4162736	07/31/1979
PLASTIC CAP AND CONTAINER CONSTRUCTION	4166552	09/04/1979
MILK BOTTLES	4177906	12/11/1979
MILK BOTTLES	4180175	12/25/1979
PLASTIC CAP AND CONTAINER CONSTRUCTION	4202455	05/13/1980
BLOW MOLDED PLASTIC BOTTLE AND PLASTIC CAP	4301937	11/24/1981
BLOW MOLDED PLASTIC BOTTLE AND ANTITAMPER CAP	4269320	05/26/1981
CAP AND NECK STRUCTURE FOR A WIDE MOUTH JAR	4438857	03/27/1984
OVERCAP FOR SPICE CANISTER	4437593	03/20/1984
NECK FINISH FOR PLASTIC CONTAINERS	4496066	01/29/1985
TAMPER-PROOF CONTAINER CLOSURE FOR USE WITH CONTAINER NECKS SEALED WITH FOIL SEAL DISCS	4484687	11/27/1984
SEISMOSENSITIVE DEVICE	4493066	01/08/1985
WINE BOTTLE COVER	4506797	03/26/1985
MOLDING	4519569	05/28/1985
TAMPER-RESISTANT CONTAINER CLOSURE	4676389	06/30/1987
CAP AND NECK STRUCTURE FOR A WIDE MOUTH JAR	4625876	12/02/1986
TAMPER-RESISTANT CONTAINER CLOSURE HAVING AUXILIARY REMOVAL FEATURES	4593830	06/10/1986
TAMPER-RESISTANT CONTAINER CAP	4678094	07/07/1987
CAP AND NECK STRUCTURE FOR A WIDE MOUTH JAR	4691834	09/08/1987
PLASTIC BOTTLE CAPS	4699286	10/13/1987
CONTAINER CAP HAVING ROUNDED RETAINER BEAD SECTIONS	4699287	10/13/1987
TAMPER-EVIDENT COVER FOR THREADED NECK	4729488	03/08/1988
PLASTIC BOTTLE CAPS	4722448	02/02/1988
PLASTIC BOTTLE CAP HAVING FOIL NECK SEAL	4739891	04/26/1988
CAP FOR KEG DISPENSER	4784296	11/15/1988
TAMPER-EVIDENT CAP HAVING PLURAL DIAMETERS	4815620	03/28/1989
TAMPER-RESISTANT CAP FOR WIDE MOUTH JAR	4798301	01/17/1989
TAMPER-EVIDENT CAP AND NECK STRUCTURE	4844268	07/04/1989
CAP FOR MOTOR OIL CONTAINER	4828128	05/09/1989

- 3 -

PATENT REEL: 021890 FRAME: 0608

Title	Patent No.	Issue Date
TAMPER-EVIDENT CONTAINER CAP HAVING SEALED DISC RETENTION MEANS	4815617	03/28/1989
TAMPER EVIDENT CAP HAVING LIFT TAB ON BOTTOM EDGE	4934546	06/19/1990
TAMPER EVIDENT CAP AND BOTTLE	4903849	02/27/1990
PLASTIC BOTTLE CAP SEALING PLURAL NECK PROFILES	4911316	03/27/1990
SNAP-ON, SCREW-OF CAP AND CONTAINER NECK	5190178	- 03/02/1993
BOTTLE NECK HAVING MEANS TO PREVENT COMPRESSION OF CAP SKIRT	5143235	09/01/1992
TAMPER EVIDENT-CAP FOR CONTAINER	5036991	08/06/1991
CONTAINER CAP HAVING EXTERNAL BEAD	5123555	06/23/1992
TAMPER-EVIDENT THIN-WALLED CONTAINER PACKAGE	5170905	12/15/1992
CONTAINER WITH CURLED TAMPER-EVIDENT BAND TO RETAIN CLOSURE	5163575	11/17/1992
PLASTIC AP HAVING PARTIALLY EXTERNAL TEAR GROOVE	5121846	06/16/1992
SNAP-ON, SCREW-OFF CAP AND CONTAINER NECK	5213224	05/25/1993
NON-SPILL BOTTLE CAP USED WITH WATER DISPENSERS	5232125	08/03/1993
ONE-PIECE FITMENT AND CAP WITH TAMPER-EVIDENT BAND	5174465	12/29/1992
ONE-PIECE FITMENT AND PLUG WITH TAMPER- EVIDENT BAND	5303837	04/19/1994
ONE-PIECE FITMENT AND TETHERED PLUG WITH TAMPER-EVIDENT MEANS	5271519	12/21/1993
SNAP-ON, SCREW OFF CAP AND CONTAINER NECK	5267661	12/07/1993
MEANS FOR ATTACHING FITMENT AND METHOD OF APPLYING FITMENT	5348182	09/20/1994